

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
CAMDEN VICINAGE**

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<p><b>SENTINEL INSURANCE COMPANY, LTD.,</b></p>	<p>:</p>	
	<p>:</p>	
<p><b>Plaintiff,</b></p>	<p>:</p>	
<p><b>v.</b></p>	<p>:</p>	
<p><b>CONRAD J. BENEDETTO,</b></p>	<p>:</p>	<p><b>Civil No. 19-20142 (RMB/AMD)</b></p>
individually and doing	<p>:</p>	
business as THE LAW OFFICES OF	<p>:</p>	
CONRAD J. BENEDETTO, and JOHN	<p>:</p>	
GROFF,	<p>:</p>	
<p><b>Defendants.</b></p>	<p>:</p>	

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<p><b>CONRAD J. BENEDETTO, THE LAW OFFICES OF CONRAD J. BENEDETTO, and JOHN GROFF,</b></p>	<p>:</p>
	<p>:</p>
<p><b>Plaintiffs,</b></p>	<p>:</p>
<p><b>v.</b></p>	<p>:</p>
<p><b>SENTINEL INSURANCE COMPANY, LTD., et al.,</b></p>	<p>:</p>
	<p>:</p>
<p><b>Defendants.</b></p>	<p>:</p>

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**STATEMENT OF UNCONTESTED FACTS OF  
CONRAD J. BENEDETTO AND THE LAW OFFICES OF CONRAD J. BENEDETTO**

1. The Plaintiffs in the two consolidated matters filed competing and parallel actions for Declaratory Judgment filed related to coverage under a general liability insurance policy issued to the Law Offices of Conrad J. Benedetto.

2. At issue is whether said policy of insurance requires Sentinel Insurance Company to provide a defense to Conrad J. Benedetto, The Law Office of Conrad J. Benedetto and John Groff (who is separately represented and not a party to this Motion) in two actions currently pending in the New Jersey Superior Court in cases styled as Nunez v. Benedetto, CAM-L-003997-18 and Nava v. Benedetto, CAM-L-004588-18.

3. Both cases allege that Groff, who was then an employee of the Law Offices of Conrad J. Benedetto, made improper sexual advances directed to the respective plaintiffs, each of whom was a client of the Law Offices of Conrad J. Benedetto at the time of the alleged conduct.

4. The underlying actions assert multiple causes of action, including claims for sexual harassment and discrimination, negligent hiring, negligent retention, negligent training, negligent supervision, negligence, and gross negligence.

5. At the time of the alleged incidences, the Law Offices of Conrad J. Benedetto, and all of its employees and principles, were covered under a general liability insurance policy issued by Sentinel.

6. The underlying actions were submitted to Sentinel to provide coverage in the form of a defense and/or indemnification.

7. Sentinel denied coverage, asserting that the plaintiffs in the underlying action were not of the nature or the type that were covered under the policy, specifically, that neither of the Plaintiffs allege that they sustained personal injuries as a result of the conduct alleged in their respective complaints, copies of which are attached hereto and marked as Exhibits "A" and "B".

8. The instant litigation is, in part, to determine whether Sentinel has an obligation to provide coverage to the moving parties in the underlying action.

9. To the extent that all parties have Declaratory Judgment actions pending with regard to the coverage issue, this case is ripe for determination based on the undisputed facts.

10. The Benedetto parties have plead other causes of action which are not at issue in the Motion.

Respectfully submitted,

THE LAW OFFICES OF CONRAD J. BENEDETTO

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Law Offices of Conrad J. Benedetto

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